

THIRD AMENDMENT TO COMMERCIAL LEASE

Parties

- 1.1 Lessor. EXECUTIVE FLIGHT, INC., a Washington corporation ("Executive").
- 1.2 Lessee. GIGA WATT, INC., a Washington corporation ("Giga Watt").

Prior Agreements

2.1 Lease. That Commercial Lease effective April 1, 2017 (the "Original Lease"), covering a portion of that property commonly known as the Executive Flight hangar and office facility at One Campbell Parkway, East Wenatchee, Washington. The Original Lease was amended by the parties pursuant to that certain Amendment to Commercial Lease effective June 1, 2017 (the "First Amendment"). The Original Lease was subsequently further amended by the Second Amendment to Commercial Lease, effective July 1, 2017. The Original Lease together with the First and Second Amendments are collectively referred to as the "Lease".

Property Description

3.1 Property Description. One Campbell Parkway, East Wenatchee, Douglas County, Washington. The property leased under the Original Lease and the First and Second Amendment is approximately 6,186 square feet of office space located inside the Executive Flight hangar and office facility which is located at Pangborn Memorial Airport in Section 16, Township 22 North, Range 21, E.W.M, Douglas County Washington.

Agreement

4.1 Agreement. Effective as of December 1, 2017 the parties agree to amend the Lease and enter into this Third Amendment upon the terms and conditions set forth below.

- 4.1.1 Section 2.1, *THE PROPERTY*, is hereby amended to add the following:

Effective beginning July 12, 2017, Giga Watt shall lease the following additional areas: the office rooms commonly known as First Aid (180 square feet, room M) and Chief Pilot (360 square feet, room N), a total of 540 additional square feet.

Effective beginning September 1, 2017, Giga Watt shall lease the following additional areas: the office rooms and areas commonly known as IT Office (400 square feet, room O), Hospitality (840 square feet, room P), Pilot's Office (400 square feet, room Q), Classroom (640 square feet, room R),

and First Floor Garage, Door 5 (424 square feet, part of room S), a total of 2,704 additional square feet.

The parties acknowledge and agree that those rooms identified on the sketches of the facilities attached hereto as Exhibit A marked as A, B, C, D, E, F, G, and Z are excluded from the leased property, whether under Phase 1 or as expanded in Phase 2/3 of this Lease.

Effective beginning December 1, 2017, Giga Watt shall lease the following additional areas: the rooms identified as M1, M6 and M7 maintenance area offices, a total of 1,090 additional square feet, as depicted in attached Exhibit A.

4.1.2 Section 4.1, *TERM OF LEASE*, is hereby amended to add the following:

The lease of the additional 540 square feet office rooms by Giga Watt is effective July 12, 2017. The lease of the additional 2,704 square feet office rooms and areas is effective September 1, 2017. The lease of the additional 1,090 maintenance area offices is effective December 1, 2017.

4.1.3 Section 4.2, *MONTHLY RENT*, is hereby amended to add the following:

With lease of the additional 540 square feet, the monthly rent shall be increased an additional \$900 per month. As Giga Watt has occupied the offices from July 12, 2017 the prorated additional rent due for July 2017 is \$580.60.

The rental amount due for August 1, 2017 for all leased property to Giga Watt shall be a total of \$5,803.73.

With lease of the additional 2,704 square feet, the monthly rental shall be increased an additional \$4,506.67 per month. The rental due beginning September 1, 2017 for all leased property to Giga Watt shall be a total of \$10,310.40.

With the lease of the additional 1,090 square feet, the monthly rental shall be increased an additional \$1,816.67 per month. The rental due beginning December 1, 2017 for all leased property to Giga Watt shall be a total of \$12,127.07.

4.1.4 Article 5 *PURCHASE OPPORTUNITY*, is hereby added as follows:

5.1 Opportunity to Purchase. If Lessor shall receive a bona fide offer to purchase all or part of the Entire Parcel, including the Leased Property, from a third party (which does not have the power of eminent domain) (a "Third-Party Offer") during the term of this Lease and Lessee is not in default under this Lease, then Lessor shall provide notice of such Third-Party Offer to Lessee and Lessee shall have the right to submit its own purchase offer to Lessor. A bona fide offer shall be defined as a written purchase offer.

This right of purchase opportunity shall apply to an offer to purchase all or a portion of the Entire Parcel. This right of purchase opportunity shall apply to an offer to purchase the Entire Parcel together with additional real or personal property. This right of purchase opportunity shall not apply to a transfer, by way of sale, gift or devise, including a trust, to or for a party related to Lessor, or to any transfer in whole or in part, from one such related party to another. Lessor is a corporation, and a related party shall include an affiliate, subsidiary or parent corporation, a successor by merger or consolidation, or the holder or holders of the majority of the securities of such corporation.

5.2 Exercise of Purchase Opportunity. Lessor shall notify Lessee of the Third-Party Offer, and the notice to Lessee shall state the property that is the subject of the Third-Party Offer (i.e., all or part of the Entire Parcel, Leased Property, additional real or personal property). Lessee shall have ten (10) days from receipt of the notice of the Third-Party Offer to submit Lessee's own purchase offer to Lessor ("Lessee's Offer"). Lessor agrees that it shall not accept the Third-Party Offer prior to the close of the ten (10) day period.

Lessor further agrees that in the event Lessee exercises its right hereunder and submits Lessee's Offer to Lessor, that Lessor may negotiate and/or counteroffer with Lessee for a purchase and sale to Lessee that is as competitive as the terms and conditions of the Third-Party Offer. Provided that, Lessor may ultimately accept the Third-Party Offer, Lessee's Offer, or any counteroffer from third party or Lessee in Lessor's sole and absolute discretion.

5.3 Non-Exercise of Purchase Opportunity. If Lessee chooses not to exercise Lessee's right to submit Lessee's Offer, or chooses to exercise the right but Lessor accepts the Third-Party Offer, or if Lessee is unable to close, Lessor may close the sale on the terms and conditions of the Third-Party Offer.

5.4 Notices. All notices to be given to Lessor and Lessee shall be served as set forth in Section 4.13, *Service of Notices*.

5.5 Arbitration. In the event that a dispute arises between Lessor and Lessee concerning this right of purchase opportunity, either party may submit the issue to arbitration pursuant to the terms of Section 4.27, *Dispute Resolution*.

No Other Changes

5.1 No Other Changes. Except as otherwise amended herein, the parties hereby ratify the terms and conditions of the Lease.

5.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically by fax, e-mail or otherwise shall be deemed and effective as originals.

"LESSOR/EXECUTIVE"

EXECUTIVE FLIGHT, INC.
A Washington Limited Liability Company

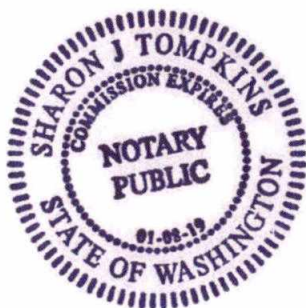
By Thomas H. Dye
Thomas H. Dye, CEO

Date Nov. 16, 2017

STATE OF WASHINGTON)
) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that THOMAS H. DYE is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CEO of EXECUTIVE FLIGHT, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 16 day of November, 2017.



Sharon J. Tompkins
Typed/Printed Name Sharon J. Tompkins
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 01-08-19

"LESSEE/GIGA WATT"

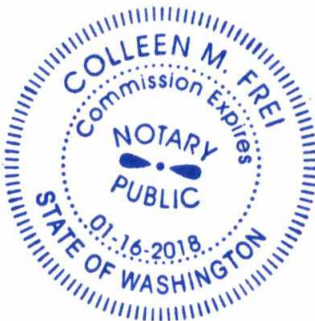
GIGA WATT, INC.
A Washington Corporation

By David Carlson
David Carlson, CEO
Date 12/18/2017

STATE OF WASHINGTON)
COUNTY OF Chelan) ss.

I certify that I know or have satisfactory evidence that DAVID CARLSON is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CEO of GIGA WATT, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18 day of December, 2017.



Colleen M. Frei
Typed/Printed Name Colleen Frei
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 1/16/2018

The image displays three architectural drawings related to the maintenance section of a building, specifically the Office Attic Plan.

- Top Drawing: OFFICE ATTIC PLAN**
This drawing shows the overall layout of the Office Attic Plan. It includes a large central area labeled "OFFICE ATTIC" and a smaller area labeled "OFFICE ATTIC". The plan is oriented with a North arrow pointing towards the top right. The drawing is bounded by grid lines A through J and 1 through 10.
- Middle Drawing: MAINTENANCE SECTION FIRST FLOOR PLAN 8-10'**
This drawing shows the first floor plan of the maintenance section. It includes a large central area labeled "M-10" and several smaller rooms labeled "M-1" through "M-9". The plan is oriented with a North arrow pointing towards the top right. The drawing is bounded by grid lines A through J and 1 through 10.
- Bottom Drawing: MAINTENANCE SECTION SECOND FLOOR PLAN 8-10'**
This drawing shows the second floor plan of the maintenance section. It includes a large central area labeled "M-10" and several smaller rooms labeled "M-1" through "M-9". The plan is oriented with a North arrow pointing towards the top right. The drawing is bounded by grid lines A through J and 1 through 10.